

AGREEMENT

BETWEEN

THE CITY OF ALBUQUERQUE

AND

THE ALBUQUERQUE AREA FIRE FIGHTERS UNION

IAFF Local 244 City Chapter

Effective: February 21, 2004 thru June 30, 2006

A G R E E M E N T

THIS AGREEMENT is made by and between the CITY OF ALBUQUERQUE, Albuquerque, New Mexico, hereinafter called the "City", and the ALBUQUERQUE AREA FIRE FIGHTERS UNION, hereinafter called the "Union". For the purposes of this Agreement, "employee" shall mean any City employee recognized by the City as part of the bargaining unit represented for the purposes of collective bargaining by the Union.

W I T N E S S E T H

It is the purpose of this Agreement to achieve and maintain harmonious relations between the employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise and to establish standards of wages, hours and other conditions of employment, and to guarantee the delivery of quality service to the citizens of Albuquerque.

THE GENERAL purpose of this Agreement is to provide for orderly and constructive employee relations in the public interest, in the interest of the employees herein covered and promote harmony, cooperation and understanding between the employer and the employees in this Unit; and to afford protection of the rights and privileges of employees in the Unit and the employer.

The parties agree that their respective policies will not violate the rights of an employee covered by this agreement, in accordance with State and Federal laws, because of race, age, sex, sexual orientation, creed, color, national origin, religion, union or non-union affiliation. Neither party will tolerate sexual harassment.

SECTION 1. RECOGNITION

- A. The City of Albuquerque recognizes the Albuquerque Fire Fighters Union as the exclusive representative for all sworn, permanent, non-probationary safety sensitive fire fighters through the rank of Commander.
- B. In the event a final, written order of the Labor Board alters the scope of the bargaining unit, the City and the Union will meet to negotiate any changes to the contract necessitated by the order. In the event there is an appeal of any Labor Board decision, the Subsection will not apply until the final appeal has been heard and decided.
- C. Communication personnel whose primary duties are either supervision of dispatchers or dispatching in the Alarm Room shall be sworn fire fighters.
- D. Nothing in this article shall be construed to limit Management Rights under Section 2-2-5 of the Employee Relations Ordinance.

SECTION 2. DUES DEDUCTION

The Union will provide dues deduction and termination forms. Termination forms will be made available at the Union Office and through the Paymaster in the Accounting Office. Termination forms must be signed by the Union Secretary or Treasurer and may be submitted during the months of January and July only.

- A. The city shall, for the duration of this Agreement and for any employee, who submits authorization thereof, deduct from such employee's pay for each pay period of each month Union dues in an amount specified.
- B. The city shall pay the amount withheld to the union.
- C. The union shall indemnify, defend, and hold the city harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or result of any conduct taken by the city for the purpose of complying with this section.
- D. Payment of an agency fee by non-union bargaining unit employees has been authorized by Resolution of the Albuquerque City Council; and resolution requires that any agency fee provision negotiated pursuant to the resolution comply with all state and federal requirements.
 - 1. The IAFF will retain an independent auditor to audit its receipts and expenditures for the previous 12 months and once every 12 months thereafter.
 - 2. The IAFF will have available the result of the audit, including an adequate explanation of the agency fee, for the bargaining unit members to view.

3. Following completion of the audit, the IAFF shall notify employees of the amount of the proposed agency fee, the availability of the audit results, and the process to challenge the amount of the agency fee.
4. Upon notification by the Union to the City, the City shall begin to make employees payroll deductions for the agency fee payments the first pay period start date following notification to the non dues-paying bargaining unit employees as specified in subsection D.3.
5. Bargaining unit members shall have 30 days following the notification specified in subsection D.3. to file a challenge to the apportionment of the agency fee.
6. Any challenge shall be heard by an impartial decision-maker mutually agreed to by the Union and the employee making the challenge. The determination of the impartial decision-maker shall be final and binding.
7. The amount of the agency fee shall only include cost, which arise from the negotiation and administration of the collective bargaining agreement and the adjustment of grievances or prohibited practice charges filed by the IAFF.
8. Under no circumstances shall non-union bargaining unit members be required to contribute towards the IAFF social, political, or charitable activities, nor shall any bargaining unit member be subject to any retaliation for refusal to contribute to such activities.
9. The IAFF has the burden at all times of providing that its costs were properly apportioned to the agency fee.
10. Any portion of the agency fee, which is specifically challenged, shall be held in escrow until resolution of the challenge.
11. Once the appropriate amount of the agency fee for the previous 12 months has been determined, the City agrees to deduct that amount from the pay of bargaining unit members for the subsequent 12 months.
12. The City shall make such agency fee payment deductions for the employees in the IAFF bargaining unit who do not submit an authorization form for the IAFF dues deduction, as otherwise provided for the current collective bargaining agreement.
13. All money deducted from wages for agency fee payments shall

be remitted to the union after payday covering the pay period of the deduction. If the employee has insufficient earnings for the pay period, no agency fee payroll deduction will be made for that employee for that pay period.

14. The IAFF will indemnify and hold the city harmless, including payment of attorney fees and costs for counsel chosen by agreement of the parties for any claim of challenge to this section or the imposition of an agency fee.
15. If the City of Albuquerque Labor-Management Relations Board finds that the Union has violated subsection D.14. of this Section, the board may order that the City may retain all or part of the dues deductions or agency fees withheld, in an amount specified by the board.

SECTION 3. BULLETIN BOARDS

The City shall make space available for a bulletin board in all Fire Department Buildings. The Union will furnish and maintain the bulletin board. Such space shall be 5 feet from the floor and at least 4' x 6' in size on an interior wall.

No derogatory material will be posted on these bulletin boards. Material to be posted on these boards shall be limited to official Union material. All posting of Union material shall be limited to the Union bulletin boards.

Material which has been approved for posting on Union or City bulletin boards will not be used to discredit Union or Management. Should this occur, the parties agree to meet within 48 hours in an effort to resolve this matter?

SECTION 4. VACATION

Vacation leave will accrue as follows:

CONTINUOUS SERVICE	WORK WEEK	ACCRUAL PER PAY PERIOD	ACCRUAL PER YEAR	DAYS
6 months to 5 years	56 hours	5.54 hours	144 hours	12
	42 hours	4.08 hours	106 hours	12
	40 hours	3.85 hours	100 hours	12
5 years to 10 years	56 hours	6.92 hours	180 hours	15
	42 hours	5.08 hours	132 hours	15
	40 hours	4.62 hours	120 hours	15
10 years to 15 years	56 hours	8.31 hours	216 hours	18
	42 hours	5.77 hours	150 hours	18
	40 hours	5.54 hours	144 hours	18

15 years plus	56 hours	9.23 hours	240 hours	20
	42 hours	6.46 hours	168 hours	20
	40 hours	6.15 hours	160 hours	20

Employees will begin to accumulate vacation at an increased rate the first month after they have completed five (5) years, ten (10) years, and fifteen (15) years of continuous service.

The City and the Union agree to abide by A.F.D. Operating Procedures governing vacation, 16 vacation slots will be granted per shift. Bargaining unit members will be given first priority in filling scheduled vacation slots. Unscheduled vacation slots will be allotted on a first-requested, first-granted basis. Unscheduled vacation for individual members will not be granted during their scheduled training. Training scheduled after members have been granted vacation will not prevent members from taking their vacation. In this instance, training may be rescheduled for the employee.

It is the responsibility of each individual firefighter to accrue sufficient vacation leave before they attempt to use it. Employees unsure of their vacation balance shall contact their battalion Commander to determine their leave balances. An employee taking unaccrued vacation shall be placed on leave without pay status in addition to any disciplinary action that may be taken.

Employees who have accumulated over two years vacation may convert up to six (6) days over the two year accumulation to cash payment once per calendar year.

Bargaining unit employees who have accumulated over two years vacations may convert up to six (6) days over the two-year accumulation to cash payment once per calendar year.

SECTION 5. SICK LEAVE

Sick leave may be granted for absences from duty due to personal illness, injuries, or legal quarantine, provided that the employee has sick leave accumulated. Personal illness is defined to include scheduled doctor's appointments for health treatment or for health examination and evaluation. Doctor's appointments require documentation. It is recognized that the abuse or unjustified over utilization of sick leave is not in the best interest of either party.

The City will pay the designated beneficiary of a deceased firefighter the total amount of the unused sick leave accumulated.

The Union and Management will meet to discuss any changes to the Fire Department's sick leave management plan prior to implementation. The parties agree that the misuse of sick leave is unacceptable, the parties further agree that an employee found guilty of the misuse of sick leave may be subject to disciplinary action.

Sick Leave Accumulation and Conversion

The maximum sick leave accumulation for employees working the 56-hour workweek

shall be 2160 hours. The maximum sick leave accumulation for employees working the 40-hour workweek shall be 1440 hours. The 42-hour workweek maximum sick leave accrual shall be 1512 hours.

A. The sick leave conversion ratio for the 56-hour workweek shall be as follows:

1. For sick leave hours accumulated over 700 hours the employee may convert any or all such hours on the basis of 3 hours of sick leave for one hour' s pay.
2. For hours accumulated over 1008 hours on the basis of 2 hours of sick leave for one hour' s pay.
3. For hours accumulated over 1400 hours on the basis of 3 hours of sick leave for 2 hour' s pay.

B. The sick leave conversion ratio for the 40-hour workweek will be as follows:

1. For sick leave hours accumulated over 500 hours the employee may convert any or all such hours on the basis of 3 hours of sick leave for one hour' s pay.
2. For hours accumulated over 720 hours on the basis of 2 hours of sick leave for one hour' s pay.
3. For hours accumulated over 1000 hours on the basis of 3 hours of sick leave for two hour' s pay.

C. The sick leave conversion ratio for the 42-hour workweek will be as follows:

1. For sick leave hours accumulated over 525 hours the employee may convert any or all such hours on the basis of 3 hours of sick leave for one hour' s pay.
2. For hours accumulated over 756 hours on the basis of 2 hours of sick leave for one hour' s pay.
3. For hours accumulated over 1050 hours on the basis of 3 hours of sick leave for two hour' s pay.

D. The option to convert sick leave hours will be offered to employees during the month of November.

E. The Union and Management agree to cooperate in the review and counseling of fire fighters who have excessive sick leave utilization, to assure consistency in the administration of the Sick Leave Management Plan.

F. It is the responsibility of each individual firefighter to accrue sufficient sick

leave before they attempt to use it. Employees unsure of their sick leave balance shall contact AFD Fiscal to determine their leave balances. An employee taking unaccrued sick leave shall be placed on Leave without Pay status. It is understood that the employee may be subject to progressive disciplinary action.

- G. The Union and Management will meet and negotiate to discuss any changes to the Fire Department's sick leave management plan prior to implementation.
- H. It is understood between the City and the Union that for the 56-hour workweek, sick leave will be accumulated at twelve (12) hours per month or 5.54 hours per pay period.

SECTION 6. UNUSED SICK LEAVE AND VACATION UPON SEPARATION

Bargaining Unit members shall be compensated in cash at their regular rate of pay for any unused accumulation of vacation when they are permanently separated from the City.

At the time of retirement bargaining unit members may convert accumulated sick and vacation to early retirement leave or be compensated in cash at their regular rate of pay.

Accumulated vacation and sick leave, accrued prior to March 10, 2001, will be converted from 11.2 hours to 12.0 hours, prior to being converted to early retirement leave. This conversion shall not apply to cash out of accrued leave upon retirement.

Early retirement shall be taken on an hour for hour basis.

SECTION 7. SICKNESS IN FAMILY AND BEREAVEMENT LEAVE

- A. Emergency Leave may be charged to accumulated sick leave for up to four (4) days in the case of serious illness or injury to a member of the immediate family of the employee. Immediate family for the purpose of emergency leave is defined as the employee's spouse, employee's or spouses child, stepchild (and their immediate family), mother, father, grandparent, mother-in-law, father-in-law, brother, sister, brother-in-law, and sister-in-law. A doctor's certificate stating the nature of the illness and requesting the employee's presence is required.
- B. A maximum of two (2) 24-hour shifts of emergency leave may be used in case of death in the employee's immediate family. An additional 24-hour shift may be granted for every 500 miles traveled from Albuquerque one way required to attend funeral services. Additional emergency leave may be granted by the Fire Chief or designee on a case-by-case basis.

SECTION 8. ADDITIONAL INJURY TIME

Because of the unusual exposure of fire fighters to injury, a maximum of sixty (60) working days injury time may be granted to fire fighters at the prerogative of the CAO in addition to the injury time presently allowed by the Merit System Ordinance.

This shall include current employees who are now off as a result of injury who have exhausted their injury time.

SECTION 9. FULL DUTY RE-EMPLOYMENT

Fire fighters whose employment is terminated for physical or medical reasons which were brought about by sickness or injuries resulting from the performance of the fire fighter' s duties, will be eligible for rehire within the department at the same rank, grade and step, if, within thirty-six (36) months from the date of official termination, the physical or medical conditions responsible for the termination have been relieved to the extent that the fire fighter is fully capable of resuming the duties they were performing at the time of their injury. Fire fighters who becomes physically or medically unable to perform their duties as a result of non-duty sickness or injury may be returned to their fire fighting duties if within twenty four (24) months of the layoff the physical or medical conditions responsible for the layoff have been relieved and the fire fighter is fully capable of performing his/her duties as a fire fighter. If a medical exam is required, it will be performed by a doctor selected by the City. Fire fighters who have qualified for and are actually receiving benefits of duty disability under the terms of the Public Employee' s Retirement Act of New Mexico are not eligible to participate in this program. Should such duty disability benefits be suspended by PERA the fire fighter shall be eligible for consideration under this program provided they are determined to be capable of resuming the duties they were performing at the time of their injury.

This section applies only to fire fighters who are not eligible to retire as per this Agreement or PERA requirements.

SECTION 10. LIMITED DUTY PROGRAM

The parties agree to abide by the City' s Modified Work Program and applicable Federal Law.

SECTION 11. HOLIDAYS

Legal Holidays will be as follows:

New Year' s Day	January 1
Martin Luther King' s Birthday	Third Monday in January
President' s Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran' s Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Fourth Friday in November
Christmas Day	December 25

Employee' s Birthday

Fire fighters, whose work week is either forty-two or fifty-six hours and whose regular normal day off falls on the actual holiday will have another work day designated as the holiday. In this case twelve (12) hours for the 56-hour workweek and 8.4 for the 42-hour workweek must be worked by the employee on the day designated as the holiday. Employees who are required to work on the holiday or designated holiday will receive straight time pay for the holiday and time and one half for the regular hours paid for the holiday. Employees who are on paid leave status (i.e., vacation, sick leave) on the actual holiday or the designated holiday will receive holiday pay at straight time only, and the time will not be charged to paid leave.

Fire fighters whose workweek is forty hours and whose normal day off falls on the actual holiday will have another day designated as the holiday. In this case, the Fire Chief will designate either the preceding scheduled workday or the following scheduled workday as the holiday. Employees who work a complete shift on the holiday or designated holiday will receive straight time pay for the holiday or designated holiday and time and one half for regular hours paid for that shift. Employees who are on paid leave status (i.e., vacation, sick leave) on the actual holiday or designated holiday will receive holiday pay at straight time only and will not be charged for the paid leave.

Employees who are in sick leave status immediately prior to or after the 12 hours worked on the holiday or designated holiday may be required to submit appropriate documentation (doctor's release) to receive holiday overtime pay. Employees who are in the sick leave management plan and who are in a sick leave status immediately prior to or after the 12 hours worked on the holiday or designated holiday will receive holiday pay at straight time only, and the time will not be charged to leave. Exceptions to this policy may be granted by the Fire Chief or his designee.

It is understood that employees working the 56-hour workweek will receive 12 hours of holiday pay; the 42-hour workweek will receive 8.4 hours of holiday pay; the 40-hour workweek will receive 10 hours of holiday pay.

A Fire fighter, with supervisory approval may elect to work a holiday at straight time with no overtime compensation and accrue one shift of additional vacation. For the 56-hour workweek the accrual will be (12) hours. For the 40-hour workweek the accrual will be 8.4 hours.

Effective June 29, 2002, all Commanders who physically work the legal holiday will be compensated at straight time pay for the holiday and time and one half for the regular hours paid for the holiday.

SECTION 12. JURY DUTY

Any employee who is called to serve required jury duty shall be paid their regular pay for their regular scheduled duty time for the time they serve as a juror. The employee shall sign over to the City their jury pay. The City payroll clerk shall make an adjustment to payroll for the proportionate part of the check covered by non-duty hours.

SECTION 13. LEAVE TO VOTE

- A. In accordance with State law, employees whose normal work day begins less than two hours after the opening of the polls, or ends less than three hours prior to closing of the polls, shall be granted up to two hours leave with pay to vote.
- B. Employees who wish to take leave to vote must submit a form P-30 requesting such leave one (1) week in advance.
- C. Leave to vote shall be scheduled by the employee's F.O.C Commander consistent with staffing needs.
- D. Employees released from work to vote shall proceed directly to their precinct polling station to vote, and shall return to their duty station immediately after casting their ballot.
- E. The Department may require employees requesting leave to vote to furnish documentation that they are a registered and eligible voter.
- F. The Department may verify that an employee taking leave to vote did, in fact, vote at their precinct polling station.
- G. Employees who abuse this privilege will be subject to disciplinary action.
- H. The Fire Chief, at his discretion, may implement an incentive plan to encourage early voting to minimize use of leave to vote.

SECTION 14. LEAVE FOR CITY BUSINESS

Leave with pay may be authorized for an employee to attend official meetings where the good of the City service is involved or to conduct City business at a location other than the employee's normal workstation. Any use of City time by Union Officers or members for labor/management issues or purposes require the prior approval of the Fire Chief (or his designee).

SECTION 15. MILITARY LEAVE

Military leave with pay will be authorized for permanent employees who are members of the National Guard, Air National Guard or any organized reserve unit of the Armed Forces of the United States, including the Public Health Service, for a period not to exceed seventeen (17) 12-hour working periods in each federal fiscal year. This leave is in addition to other authorized leave, when an employee is ordered to active duty for training with such units.

Permanent employees who are members of unorganized reserve components, as sanctioned by the State of New Mexico or the Federal Government, may be granted Leave With

Pay not to exceed seventeen (17) 12-hour working periods in each federal fiscal year for the purpose of attending organized courses of instruction or training.

Permanent employees called to active duty in emergencies declared by the Governor or the President will receive military leave with pay not to exceed seventeen (17) 12-hour working periods. A copy of the orders must be attached to all requests for annual and emergency Military Leave.

Employees on 56-hour workweek cycles shall be compensated for military leave based on the 56-hour workweek. Employees on 40-hour workweek cycles shall be compensated for military leave based on the 40-hour workweek. Employees on 42-hour workweek cycles shall be compensated for military leave based on the 42-hour workweek.

SECTION 16. EDUCATION LEAVE

- A. Bargaining unit members may be granted leave to attend courses at the high school, vocational school, or college level. Requests for leave will be judged on the basis of job performance and the department workload. Such leave will not be granted if the course is offered during a bargaining unit members regular non-duty hours.
- B. Bargaining unit members required by the City to attend educational or instructional courses shall be paid their regular rate of pay for the hours spent in attendance and such time shall be considered time worked. It is understood that whole shifts may be rescheduled subject to a minimum of 8 days prior notice to the fire fighter. On a case basis, the Union and management by joint agreement can reduce the notification period not less than 72 hours.

Any time required by the City which is less than a complete shift will not be subject to rescheduling but will be considered time worked for the purpose of computing overtime.

- C. The existing policies regarding leave, mileage, and/or per diem for courses offered outside the City shall remain in full force and effect for the duration of the Agreement.
- D. Fire fighters who are required to attend educational or instructional courses during their regularly scheduled days off shall have proportionate days off rescheduled prior to attendance.

SECTION 17. UNION BUSINESS LEAVE

The Union President shall be granted time off from his/her duties without pay to attend conventions, conferences, and seminars. The Union shall provide a six (6) day advance notice for this leave. All other elected or appointed officers will be granted time off as staffing allows.

The Union President (or the Acting President, in their absence) and the Secretary or the

Treasurer will be granted time off without pay to attend Union meetings. It is recognized that these employees shall remain on duty until properly relieved. If necessary, overtime will be worked. These employees shall request leave without pay for this purpose two (2) hours in advance of the shift.

Four (4) employees who have been identified as member's of the Union's negotiating team will be allowed time off with pay for scheduled negotiations' sessions in accordance with the City's applicable administrative directive and one (1) additional member of the Union's negotiating team will be allowed time off without pay for negotiations' preparatory meetings. The four (4) identified as members of the bargaining team shall be assigned forty (40) hour workweek schedules during the period when negotiations are in progress.

SECTION 18. LEAVE WITHOUT PAY

All requests for leave without pay require approval of the Department Head and any request for leave without pay for 10 days or more requires approval by the Chief Administrative Officer.

- A. An employee may be granted leave without pay for a period not to exceed one year as a result of sickness or disability when certified by a medical doctor, or to run for (non-City) public office, or for additional vacation time, or for good and sufficient reason which the Chief Administrative Officer considers to be in the best interest of the service.
- B. Leave without pay may be granted for the purpose of attending schools or courses only when it is clearly demonstrated that the subject matter is directly job related and will result in improved job effectiveness in the organization.
- C. Sufficient leave of absence without pay may be granted to permanent employees to enable them to hold a (non-City) public office to which they have been elected.
- D. Except under unusual circumstances, voluntary separation to accept other employment shall be considered by the Chief Administrative Officer as insufficient reason for granting a leave of absence without pay.
- E. The City may provide a one (1) year leave without pay for the purpose of allowing an employee to perform the full time duties of Chief Steward or elected Union Representative.

SECTION 19. SPECIAL HARDSHIP LEAVE

Upon the specific recommendation of the Fire Chief, the CAO may grant leave with pay for up to twelve calendar months to permanent full-time employees in cases of extreme hardship due to personal injury or sickness. This leave may be granted only after all other applicable leave has been used and only if the employee is not eligible for pension benefits under the state

retirement program. An employee whose exceptional performance has been certified by the Fire Chief is eligible for consideration for this leave. the Chief Administrative Officer's decision not recommend an employee for this leave is not a grievable issue.

SECTION 20. SHIFT EXCHANGE

Employees of equal rank and qualifications may exchange shifts or portions thereof when, in the opinion of the Fire Chief or his/her designee, the change does not interfere with the operation of the Department. These trades must be hour for hour.

Employees of different rank and like qualifications may exchange shifts when, in the opinion of the Fire Chief or his/her designee the change does not interfere with the operation of the Department.

- A. The telestaff shift trade agreement is reciprocal between two or three employees trading the shift. It is not the responsibility of the City to make monetary adjustments to any employee for the execution of shift-trade agreements. The maximum number of employees allowed on any trade of shift agreement shall be three, except the alarm room may allow four.
- B. Employees who agree to work the shift shall be responsible for execution of the shift.
 - 1. In the event the employee reports off for any reason, and the vacancy necessitates an overtime, the employee failing to report shall be docked at time and one half, or may be required to work an additional shift without pay. The Fire Chief or the Fire Chief's designee shall have full discretion to determine which option will be used. The employee may be subject to progressive disciplinary action.
 - 2. In the event the employee reports off and it does not necessitate an overtime shift, the employee failing to report shall be docked at straight time or may be required to work an additional shift without pay. The Fire Chief or the Fire Chief's designee shall have full discretion to determine which option will be used. The employee ~~and~~ may be subject to progressive disciplinary action.
 - 3. Members unable to fulfill trade of shift requirements due to hospitalization of the member or the immediate family as defined in the City's Personnel Rules and Regulations shall not be docked pay. In these instances, the member's sick leave or vacation shall be used. The employee shall be required to provide written documentation from a physician in order to utilize this benefit.
- C. The shift shall be repaid within one hundred eighty (180) days of the first shift affected by the trade. An employee shall not be entitled to the usage of sick leave or vacation while working a shift scheduled pursuant to this section.

The City or Union is not responsible in any way for exchanges that are not paid back.

- D. The trading of time on holidays shall be allowed, as if the day were any day of the week.
- E. No employee shall pay or accept monetary compensation for working another employee' s shift. Violation of this subsection shall be just cause for disciplinary action against both the employee paying and the employee receiving monetary compensation.
- F. Employees scheduled to attend training at the Fire Academy shall not be allowed to trade on the day of the scheduled training.
- G. It is understood that this agreement is solely for trading of shifts and is not intended to change the work week cycle.
- H. The parties agree that the Fire Chief and his/her designee may adopt rules and regulations implementing the provisions of this Section. The City will meet and confer, at the Unions request, to discuss concerns regarding adoption of rules and regulations.

SECTION 21. WORK HOURS AND OVERTIME

- A. The work schedules for the Fire Department will consist of:
 - 1. A 56-hour work week cycle consisting of two consecutive 24-hour shifts and four days off. The change from day and night shifts to the 24-hour shift necessitates that all regular pay and overtime pay will be paid on an hour for hour basis, eliminating the 11.2-hour shift previously utilized. Also, the change necessitates that paid leave will also be deducted on an hour for hour basis, eliminating the 11.2-hour shift.

For the 56-hour workweek, pay will be based on actual hours worked and/or actual leave hours taken. Pay will be adjusted to provide substantially equal pay, excluding overtime each pay period.
 - 2. A 42-hour work week cycle consisting of two 10-hour shifts, two 14-hour shifts and 4 days off. In the event that the Telestaff program necessitate a change in how pay and leave issues are handled, the Union and the City agree to meet and negotiate on any changes.
 - 3. A 40-hour work week cycle will consist of 4 - 10 hour shifts.

Exceptions may be granted with mutual agreement between the Fire Chief and the employee.
- B. The workweek cycle currently in effect will continue for the term of this

agreement, unless altered as per the following procedures:

1. The Union will be given 15 days advance written notice of the proposed changes.
 2. During the 15 day period the Union and Management will meet to discuss the proposed changes and alternatives.
 3. The Chief will provide the Union a 15-day advance written notice of the schedule to be implemented.
- C. Overtime worked shall be paid at time and one-half the regular rate of pay. All hours worked in excess of the employee' s regular assigned shift will be compensated at the overtime rate of time and one half the regular rate of pay.
- D. Fire fighters subpoenaed on behalf of the City or at the request of the D.A., on issues arising as a direct result of actions taken while in the performance of their duties will do so on pay status. It is understood that any compensation received while on pay status with the City shall be returned to the City.
- E. Employees who accept overtime assignments shall not interrupt the assignment for a doctor' s appointment.
- F. Time spent in leave with pay status shall be considered time worked for purposes of computing overtime.
- G. Comp time may be worked in divisions based on the following guidelines:
1. Comp time must be a mutual agreement between the City and the involved bargaining unit member. Comp time is not mandatory.
 2. Comp time will be earned at the rate of 1.5 hours of comp time for each 1.0-hour worked.
 3. Comp time once earned will be taken following the same procedures for taking leave(s).
 4. Maximum accruals will be 480 hours. Accruals exceeding 480 hours must be approved by the Fire Chief or designee.
 5. All comp time must be used within 180 days from the time it is earned. Supervisors will make every effort for the employee to use their accrued comp time. The City agrees to follow all federal laws pertaining to comp time.
- H. Effective June 29, 2002, Commanders will be eligible to work overtime shifts.

SECTION 22. STAND BY TIME

- A. Stand-By Time may be required by the Fire Department as provided below.
- B. Arson Work Week:
 - 1. All investigators will be assigned a forty (40) hour workweek including the on-call investigator.
 - 2. One investigator shall be on on-call status for one day at a time and shall alternate this status equally with all investigators assigned to this Section. On call rotation lists will be managed by the Section Captain.
 - 3. The investigator on on-call status will respond promptly to all fires during a 24 hour period (07:30-07:30) when requested by the Incident Commander at the scene. The on-call investigator will be considered on Stand-by assignment between the hours of 18:00 and 07:30 hours on weekdays and 7:30 to 7:30 on weekends. Should an investigator be needed 1 hour prior to the next shift, the next duty day investigator shall respond.
 - 4. The investigator on on-call shall receive 2.6 hours of comp time off for each day assigned to on-call status. Hours spent in on-call status shall not be considered time worked for the purpose of computing overtime.
 - 5. It shall be the responsibility of the on-call investigator to keep the Alarm Room informed as to their location.
 - 6. When the on-call investigator is called to duty he or she shall be paid for actual hours worked at 60% overtime and 40% compensatory time.
 - 7. Compensatory time off shall be accrued subject to the provisions of Section 21, Subsection G.
 - 8. Personnel assigned to the Arson Section shall be allowed to take their assigned vehicles with their assigned specialized equipment home to be used for business purpose only.

SECTION 23. TEMPORARY UPGRADE

Employees will receive an actual 8% increase (not required to fall on a step) on a temporary upgrade, except that in no case will the upgrade rate be above the top step (rate of pay) of the upgrade rank.

All members will accept upgrade to the next rank when directed, unless they have submitted a letter of refusal to act to the Fire Chief or designee. (This documentation will only be accepted the third week of February every calendar year.) It is understood that members who refuse to act within one year prior to a promotional exam will not be eligible to participate in the promotional process. It is also understood that members on promotional lists will be directed to

act and may be required to float to upgrade. Further exceptions to this provision may occur should both the City and the Union agree.

Drivers will be allowed to upgrade to the rank of Lieutenant in single engine companies where Captains are currently assigned to alleviate floating to upgrade. A lieutenant in a different station must be upgraded to Captain to fulfill all staffing requirements, as directed by the F.O.C.

Bargaining unit members will only upgrade in station assigned unless extreme circumstances occur that require the member to relocate to another station.

Both management and the employee must agree in writing for upgrades outside of the bargaining unit.

Individuals who are not certified shall not be required to take a temporary upgrade. Certified employees as certified by the Fire Academy shall perform the duties required of them as prescribed in the Department's existing Rules and Regulations.

Temporary upgrades for Commanders shall be made in accordance with Section 702.1 of the Personnel Rules and Regulations.

SECTION 24. TEMPORARY ASSIGNMENT TO LOWER RANK

The City does not encourage the assignment of employees to positions graded at a lower rank than the employee holds, however, in extraordinary situations it may be necessary to temporarily assign an employee to perform work normally assigned to one rank lower. Because of safety factors, no officer will be assigned a driver's position unless he previously held the position within the last two years.

SECTION 25. CALL-IN GUARANTEE

An employee called back to work after the completion of their normal assignment will be guaranteed for each such call-in a minimum of four (4) hours and shall be compensated for all such time at a rate equal to one and one-half (1-1/2) times their regular pay. This provision will not apply if the assignment immediately precedes or follows and is continuous with the regular work assignment.

Effective date for Commanders will be June, 29, 2002.

SECTION 26. PAY

- A. Effective September 18, 2004, each employee on Step 7 and Step 17 shall receive a shall receive a four percent (4.0 %) increase in the employee's hourly rate of pay. This increase will not be added to the Step 7 or Step 17 hourly base. Employees moving to Step 7 or to Step 17 at a later date shall not be eligible for this additional compensation. This will be a separate line item for payroll purposes and shall be called "Out of step Longevity Pay"

- B. Effective October 16, 2004, each employee on Step 16 will be moved to Step 17 . Each employee on Step 6 will be moved to Step 7
- C. Effective October 16, 2004, each employee on Step 15 will be moved to Step 16.. Each employee on Step 5 will be moved to Step 6.
- D. Effective October 16, 2004, each employee on Step 14 shall be moved to Step 15. Each employee on Step 4 will be moved to Step 5.
- E. Effective October 30, 2004 each employee on Step 13 will be moved to Step 14. Step 13 will be deleted from the Salary Schedule. Each employee on Steps 1, 2, and 3 will be moved to Step 4. Steps 1, 2, and 3 will be deleted from the Salary Schedule.
- F. Effective July 23, 2005, each employee on Step 7 and Step 17 shall receive a two and one-half percent (2.5%) increase in the employee's hourly rate of pay. This increase shall not be added to the Steps 7 or Step 17 hourly base. Employees moving to Step 7 or to Step 17 at a later date shall not be eligible for this additional compensation. This will be a separate line item for payroll purposes and shall be called "Out of step Longevity Pay"
- G. Effective October 15, 2005, each employee on Step 16 will be moved to Step 17. Each employee on Step 6 will be moved to Step 7.
- H. Effective October 15, 2005, each employee on Step 15 will be moved to Step 16. Each employee on Step 5 will be moved to Step 6.
- I. Effective October 15, 2005, each employee on Step 14 will be moved to Step 15. Step 14 will be removed from the Salary Schedule. Each employee on Step 4 will be moved to Step 5. Step 4 will be removed from the Salary Schedule.
- J. On October 15, 2005, Steps 5 and 15 will be renamed Step 1, Steps 6 and 16 will be renamed Step 2, and Steps 7 and 17 will be renamed Step 3.
- K. Effective September 17, 2005, all employees who are willand certified at the arduous level shall receive fifteen dollars (\$15.00) per pay period.
- L. Effective July 01, 2004, The City shall assume 83% of the premium for the City approved health and dental insurance plans chosen by each employee. This commitment shall expire on June 30, 2005 unless the Union and the City renew it.
- M. The Department will pay bilingual pay in the amount of \$20 per month (\$9.23/pay period) to a maximum of 100 firefighters who demonstrate an acceptable level of conversational proficiency. The process used for certification will be modeled on that of the Albuquerque Police Department.

SECTION 27. LONGEVITY PAY:

- A. Longevity pay will be paid on the basis of years of service but is limited to employees at the top rate of pay for each rank or with at least 8 years of service.
- B. Fire fighters with less than 8 years of service and/or not at top step within their rank, who are receiving longevity pay on the day before the effective date of this agreement will continue to receive that specific amount of longevity pay until they reach top step of the rank and have attained 8 years of service.
- C. The following rates apply to Longevity Pay.

<u>YEARS OF SERVICE WITH AFD</u>	<u>\$/MO./YEARS OF SERVICE</u>
8 years to 11 years	\$12.75
12 years to 14 years	\$13.75
15 years and above	\$14.75

The maximum monthly longevity payment is \$350

- D. Super Longevity- All bargaining unit members who have completed 11 years of service will receive super longevity in the amount of \$25.00 per payday.
- E. Effective June 29, 2002, all Commanders will start to receive Longevity pay as describe in subsection C. This will be the difference between what they would currently receive minus the amount rolled into their initial pay package. Also effective June 29, 2002, any Commander who did not have super longevity rolled into their pay package will start to receive this benefit

SECTION 28. ASSIGNMENT DIFFERENTIAL PAY

- A. Effective April 17, 2001, Personnel on a 56-hour workweek who are certified paramedics through the rank of Captain will receive an additional \$0.75 per hour added to their base rate of pay.
- B. Effective April 17, 2001, Personnel on a 40-hour workweek who are certified paramedics through the rank of Captain will receive an additional \$1.05 per hour added to their base rate of pay.
- C. Effective April 17, 2001, Personnel on a 42-hour workweek who are certified paramedics through the rank of Captain will receive an additional \$1.00 per hour added to their base rate of pay.
- D. Effective June 29, 2002 all Commanders who did not have ADP rolled into their pay package will start to receive this benefit.

SECTION 29. ACADEMIC INCENTIVE PAY

- A. Effective April 17, 2001, Employees shall receive academic incentive pay equivalent to \$1.00 per month for each credit hour from an accredited college or university which the employee has successfully completed with a grade of "C" or better, provided, however, that the employee must have completed a minimum of 15 credit hours prior to receiving such pay.
- B. To be acceptable for academic incentive pay, all credit hours must be:
 - 1. Approved by the Firefighter Academic Committee
- C. The Fire fighters' Academic Committee will be established immediately and shall be composed as follows: Fire Chief or his/her designee, the Fire Academy Division Commander, and a representative from the Union.
- D. The City shall make available \$20,000.00 per City fiscal year to be used for tuition assistance for any higher education. The City shall make an additional \$20,000.00 available for tuition assistance each subsequent fiscal year during the term of this contract.

SECTION 30. PAY STATUS ON TRANSFER/TRAVEL ALLOWANCE

Employees who are temporarily assigned to a location other than their duty station or base of employment after reporting for work, will travel to the new work station on a pay status in a department car or be compensated for use of their personal vehicle at the rate of 32.5 cents per mile. While traveling to a new work station on paid status, the employee and his or her personal vehicle will be covered in accordance with the City of Albuquerque Risk Management Manual and applicable State Workers' Compensation Statutes.

The employee is responsible for presenting themselves ready and able to perform at the temporary duty station as assigned.

SECTION 31. ASSIGNMENT PAY

Effective April 17, 2001, all bargaining unit members assigned to non-field positions with workweeks less than 56 hours shall receive an additional \$50.00 per payday.

Effective June 29, 2002, all Commanders in non-field positions with workweeks less than 56 hours shall receive an additional \$50.00 per payday.

SECTION 32. LAYOFF/REDUCTION IN WORK FORCE AND RECALL

- A. When it is necessary to have a layoff/reduction in the work force, employees will be laid off in reverse order of seniority. Laid off employees have the responsibility of keeping the City informed as to their correct mailing address.

- B. The City shall notify the Union at least twenty-one (21) days prior to any reduction in force and, upon the request of the Union, shall afford the Union an opportunity to meet with the City to discuss the circumstances requiring the layoff and any proposed alternatives.
- C. Employees to be laid off shall be given at least fourteen (14) calendar days notice prior to their layoff.
- D. Employees laid off due to a reduction in work force will be called back in their seniority order to vacancies for which the employee qualifies either as certified EMT-P positions or Fire Suppression. Employees will be called back according to the following procedures:
 - 1. The City will advise the employee to be recalled by certified or registered United States mail. A copy of such recall notice will be furnished to the Union.
 - 2. An employee, upon receiving notice of recall, will within seven (7) days, signify their intention of returning, to the Chief of the Department advising the Chief of the date they will be available for service, which available date must not be later than twenty (20) calendar days from the date the employee receives the recall notice unless there are extenuating circumstances.
 - 3. Employees failing to comply with this section will forfeit their recall rights. Failure to report following the receipt of the recall will be considered an automatic resignation. It is understood that the City will have discharged its obligation of notification to laid off employees by having forwarded the recall notice as herein outlined.
- E. No new employees will be hired in any fire fighter classification until all laid off sworn fire fighters have had an opportunity to return to work.
- F. Seniority for the purpose of layoff shall mean total continuous service with the Albuquerque Fire Department served as a uniformed fire fighter.
- G. When a layoff/reduction in work force results in the reassignment to a lower grade, the fire fighter affected shall be the least senior person. In regard to this subsection, seniority shall mean time in grade for levels 4, 5, and 6. In the event two or more fire-fighters have the same promotional date, the fire fighter with the higher placement on that list shall be considered senior. The fire fighter moving to the lower ranks shall be considered senior to those fire fighters in the lower ranks. As vacancies become available in the higher rank, the fire fighters assigned to the lower rank, as a result of the reduction in force, will have first opportunity to return to their former rank prior to considering fire fighters on promotional list.

In general, it is understood and agreed by the parties that in the Fire Department, in the uniform service, the individual affected by a reduction in force will have preference over an

individual on a promotional list.

SECTION 33. CONTRACT DISPUTES AND GRIEVANCE RESOLUTIONS

- A. The purpose of this procedure is to secure, in an atmosphere of courtesy and cooperation and at the lowest possible administrative level, an equitable solution to the problems which may arise. A grievance or appeal should first be discussed with the aggrieved person's immediate supervisor with the objective of resolving the matter informally.
- B. Grievances and Appeals are formal complaints of employees concerning actions taken by management which result in a loss of pay or seniority, or in written reprimand. Other complaints firefighters have about working conditions, rules and regulations, promotions and transfers must be made through the chain of command.
- C. Since it is important that grievances be resolved as rapidly as possible, time limits given shall be considered as maximum and every effort shall be made to expedite the process. In the event the last day of a time limit falls on a weekend or legal holiday as defined herein, the time limit shall include the next working day as well.
- D. Refusal to appear and participate in a grievance or appeal proceeding at any formal stage in a proceeding shall result in forfeiture of the right to grieve or appeal. As a condition of employment, employees are required to appear as witnesses in grievance and appeal hearings when requested by the aggrieved employee or by members of the City administrative staff.
- E. Before taking action which could result in loss of pay or seniority, or in a written reprimand, a Department Head or his designated representative may call for an informal review of the circumstances surrounding the proposed action. A firefighter who is aggrieved by such action may appeal the decision to the Department head within ten (10) calendar days of the action being taken. A supervisor contemplating discipline shall not be required to submit the issue to the City Mediation Program Coordinator prior to the employee's response to the discipline. (The decision of the Department Director may be grieved or appealed through the decisions set forth in this section.)
- E. Disciplinary action in the form of a suspension may be implemented immediately or postponed pending the outcome of a grievance or appeal. The decision by the Department Director as it relates to the immediate implementation or postponement of the suspension will be made on a case-by-case basis, and shall not be considered to set precedent.
- G. An attempt will be made to notify a firefighter in a disciplinary action in every-day language and not track the language of a criminal statute or criminal ordinance. No specific language is required to meet any jurisdictional test.

The language need only be specific enough to notify the officer of the alleged misconduct. This section will not limit the City from pursuing any criminal charges against the firefighter.

- H. Participation in the City Mediation Program shall be voluntary. the member may elect mediation or he/she may bypass the City mediation Program and the additional review by the Department Director.

I. Written Reprimands. Written reprimands will not be grievable through the Chief Administrative Officer as per the Merit System Ordinance 3-1- 23, reference grievance procedure. The following will be the process for written reprimands.

Unless there is a request for mediation, the parties will not be required to submit written reprimands through the City Mediation Program.

1. A written reprimand will only be determined and issued through the employee's chain of command.
 2. A written reprimand will be appealed to the supervisor of the issuing individual who determined and issued the reprimand. This will be the employee's opportunity to respond to the discipline. This appeal may be in writing or in person and must occur within ten (10) days after the employee receives and has the opportunity to sign for the reprimand. The decision of the supervisor can be appealed to the Deputy Chief of Human Resources. The decision of the Deputy Chief will be final.
 3. The discipline will be considered imposed after the final decision of the supervisor. If there is no request for review, the discipline will be considered imposed after the ten (10) day period passes.
 4. The Department Director, or his/her designee within the department, has the sole authority to discipline.
- J. A written reprimand will be purged from all files within four (4) years of the date of the incident, unless any other infraction occurs within the (4) four years. If another infraction occurs within the (4) four years, the reprimand will remain in the file for (5) years. A written reprimand will not be considered for transfer or in the promotional process. If a written reprimand is used for progressive discipline, the Ad Hoc Grievance Committee may consider the underlying issues in determining the appropriateness of the progressive discipline.
- K. Grievances. Grievances involving discipline resulting in suspension of 40 hours or less and transfers as a result of disciplinary action, will be appealed through the following process:
1. Step One. Unless there is a specific request, the parties will not be required to submit grievance or appeals through the City Mediation Program or through the Department Director. If there is no request for

mediation or for review by the Department Director, the employee may initiate a grievance in Step Two.

2. Step Two. The employee initiates the grievance by submitting a written grievance to the Department Director or his/her designee within ten (10) days of the date the employee was notified of the discipline. The written grievance shall contain the employee's name, rank, current assignment, immediate supervisor, date of the incident leading to the discipline, statement of the grounds for grievance, and relief the employee is requesting.
 3. Within ten (10) days of the date the grievance is submitted, an Ad Hoc Grievance Committee shall be selected to hear the dispute and determine a resolution. The Ad Hoc Grievance Committee shall be selected as follows:
 - a. The City and the Union will each select one firefighter senior in rank to the Grievant and one firefighter equal in rank to the Grievant. These four Committee Members will then select a neutral (fifth member), senior in rank to the Grievant, or in some cases a member from an outside agency i.e.: Police Department, Open Space, who will act as Chair and vote in the event the Committee has a tie vote.
 - b. Personnel who are part of the incident or the investigation shall not serve on the committee.
 - c. There will be no employer/subordinate relationship within this committee and all members will have equal standing.
 4. The Ad Hoc Grievance Committee shall hold a hearing on the grievance. The hearing shall comply with Section 29-14-6 N.M.S.A. The committee shall vote on the issues before them and a majority vote shall be required.
 5. The decision of the Ad Hoc Grievance Committee is final.
 6. The Department Director, or his/her designee within the Department, has sole authority to discipline.
- L. Appeals. Appeals involving discipline resulting in suspensions of more than 40 hours, demotion or discharge will be appealed in accordance with the provisions of Section 3-1-25 of the Merit System Ordinance.
- M. The employee may file a written response to any document containing adverse comments entered into his/her personnel file. The written response shall be attached to the document.
- N. One employee identified by the Union will be allowed reasonable time off with pay while on regular pay status to handle grievances of firefighters (as

defined in the Merit System Ordinance and/or Employee Relations Ordinance) or disputes as identified by this section. The identified employee, if on duty, will be on pay status only when meeting with the Fire Chief or his designee, officials of Labor /Management Relations, or the City Attorney or his/her designee. For the identified employee to be eligible for pay status, all meetings must take place on City premises or other location approved by the City. the paragraph is not intended to provide leave with pay to the identified employee unless they are the person who handles the grievance.

- O. It is recognized that Labor/Management issues are important to both management and labor. This understood, the Department of Employee Relations, The Union and the Fire Department will provide a joint steward/management training seminar during the term of this Agreement.

SECTION 34. OCCUPATIONAL HEALTH AND SAFETY

- A. The employer will assert every reasonable effort to provide and maintain safe working conditions and industrial health protection for the employees using the appropriate Federal, State or City Law. The Union will cooperate by encouraging all employees to work in a safe manner.
- B. A department Safety Officer shall be selected by the Fire Chief. The Safety Officer will be a promoted Captain from the ranks of the Albuquerque Fire Department. The Safety Officer shall be a voting ad hoc member of the Occupational Health and Safety Committee.
- C. The Occupational Health and Safety Committee established within the Fire Department shall function under the following guidelines:
 - 1. The composition of the Health and Safety Committee will be as follows:
 - a. Two individuals appointed by the Fire Chief;
 - b. Two Union appointees from the same shift. The Union may have a third individual as a non-voting observer who shall be on non-pay status.
 - c. The Safety Officer will be the Chairperson for these meetings.
 - 2. Members will be appointed for a one year period. Appointments will be made in December of each year under the following guidelines:
 - a. The authority of the committee shall be:
 - 1. To introduce proposals and recommendations to the Fire Chief that are initiated by the committee or by an employee in regards to occupational health and safety.

2. To review injuries or accidents as directed by the City Occupational Safety Officer.
3. To oversee, review and recommend testing of equipment and PPE as it relates to occupational health and safety.
4. To investigate accidents and hazards, and make recommendations to the Fire Chief.
5. To conduct safety surveys and safety training programs as approved by the Fire Chief.
6. To recommend safety precautions to the Fire Chief as necessary in any area viewed as endangering uniformed members.

b. The responsibility of the committee shall be:

1. To standardize safety procedures throughout the department.
2. To disseminate safety information and act as liaison between the employees and supervisors or the Fire Chief.
3. To review and answer all safety proposals.
4. To attend meetings and reviews as required.

5. To make recommendations to the Fire Chief.

- D. Handling of Safety Items: When an employee notes a potential safety hazard or has a recommendation concerning safety, they should contact their immediate supervisor. If the issue cannot be handled at this level, they shall contact their representative who will, in turn, contact the Division/Battalion Commander. If the situation cannot be rectified at this level, the representative will refer it to the committee for action. All communication of this nature will be done in writing and each will necessitate a response in writing.
- E. Members of the committee shall serve on pay status. The committee will normally meet during regular work shifts of its members as far as is practicable.
- F. The City recognizes its obligations and acknowledges its intent to comply with OSHA regulations. Personal protective gear provided by the department shall be the turn out gear, helmets, gloves, eye protection, boots and hood.

SECTION 35. RULES AND REGULATIONS

The Fire Chief shall establish a Rules and Regulations Committee to recommend needed changes in the regulations. The Fire Chief shall appoint three (3) members to the Committee and the Union shall appoint three (3) members to the Committee, with no chairperson.

A quorum shall consist of four (4) members. The Union appointees will serve on this committee during their working hours and shall be from the same shift.

The parties agree to schedule meetings in advance to avoid conflicts which may prevent committee members from attending meetings.

SECTION 36. PROMOTIONAL PROCEDURE

- A. The City, Fire Administration and the Union agree to meet on an as needed basis to discuss and develop a promotional process and to recommend the process to the CAO, Director of Human Resources and Fire Chief. .
- B. One union representative will be granted leave without pay for the purpose of attending such meetings.
- C. The promotional process approved by the City shall affect promotions from Captain to Commander implemented after March 1, 2002.

SECTION 37. FLOATING ROTATION LISTS

Floating Pool- The members assigned to the floating pool will be the members with the least amount of seniority. Floaters will be assigned to a Battalion. The floaters will normally only float within their respective Battalions. The members will float first in Battalion and then agency wide. If there are any changes to the floating pool or defining floating procedures, the Union and the City agree to meet and negotiate on any changes.

Fire fighters 1/C who have 15 or more years on the job will not be required to float. In the event that this failure to float results in overtime that would not normally occur, members will be floated based on seniority, with the least senior member floating first.

SECTION 38. LIABILITY COVERAGE

Should a member of the bargaining unit be sued in a civil action for any allegations arising out of the course and scope of their employment, the City will defend and indemnify that employee pursuant to the requirements of the New Mexico Tort Claims Act, Section 41-4-1, et. seq., NMSA 1978, (as amended).

SECTION 39. OUTSIDE EMPLOYMENT

All members covered by this Agreement shall abide by the Personnel Rules and Regulations regarding outside employment.

For the purpose of this section, Personnel Rules and Regulations shall mean those in effect on the effective date of this contract.

SECTION 40. EMPLOYEES ASSISTANCE PROGRAM

Fire fighters are eligible to participate in the City' s Employee Assistance Program. This program provides for self referral, supervisory referral, department head or counselor referral. This program will include, but is not limited to, assistance in stress, burnout, alcohol and drug related problems. Information presented to the doctor' s participating in this program is confidential.

The City agrees to pay the local \$10,000 per fiscal quarter to provide for an in house Employee Assistant Program. The Union shall provide an audit of expenses each year. The Union and the Department shall jointly approve councilors for the program. The parties will maintain the principle of anonymity they have established with this program and the City's Employee Assistance

SECTION 41. JOB DESCRIPTIONS

Official job descriptions may be made available through the City Human Resources Department. Job descriptions shall represent a general list of duties and responsibilities performed by employees.

SECTION 42. COMMUNICABLE DISEASE AND HAZARDOUS MATERIALS HANDLING

- A. If a fire fighter, while carrying out their duties, is exposed to a contagious disease or hazardous materials, the City agrees to pay the expense for inoculation and immunization for members of the fire fighter' s family. The City further agrees to reimburse any fire fighter covered by one of the City' s H.M.O. Programs, any co-payment required for inoculation and/or immunization required due to the exposure to a contagious disease as a result of the fire fighter' s carrying out of their duties. This benefit is subject to the review and approval of the Risk Management Division based on documentation and verification submitted.
- B. The parties acknowledge that Federal Law has established certain requirements regarding exposure of employees to work place hazards associated with the transmission of communicable diseases. In order to ensure compliance with the law, the parties agree to cooperate in the development of an Exposure Control Plan, provision of personal protective equipment, appropriate vaccinations, associated record keeping, and training for Albuquerque Fire Department personnel.

The Union President and the Department Safety Officer shall maintain ongoing communication to ensure and facilitate compliance with this contractual provision.

SECTION 43. LABOR-MANAGEMENT COMMITTEE

- A. The Labor Management Committee shall consist of 3 people appointed by the Fire Chief and 3 people appointed by the Union President. These employees will participate in the Committee meetings on paid status. Both sides may also have an observer. The Union observer will be on non-pay status. A representative of the Employee Relations Department may be requested by either party to participate in the meetings.
- B. The length of the meetings will be mutually agreed upon by the parties but shall not normally exceed two hours.
- C. Each party will submit a proposed agenda at least five (5) working days in advance. This will enable each party to examine and research the subject prior to the meeting.

SECTION 44. AGREEMENT REPRESENTATIVES

- A. To develop a more cohesive relationship between the Union and the Albuquerque Fire Department, the city agrees, upon request of the Union President, to place the Union President on a 40 hour day shift position, Monday through Friday. The Chief, in his discretion, may agree to appoint one additional Union officer, designated by the Union, to a 40 hour day shift position, Monday through Friday.
- B. Leave will be granted to Union officials under this section in accordance with Sections 14 and 17 of the contract.

SECTION 45. AMENDMENTS/MEMORANDUMS OF UNDERSTANDING

These documents require the signature of the President of the Union and the Director of Employee Relations. The documents will be dated and will be filed in the Department of Employee Relations. These documents will be administered in conjunction with the Labor/Management Agreement and are in effect for the duration of the contract period in which they are signed. All M.O.U.'s must be posted at the end of each contract.

SECTION 46. CONTINGENCY CLAUSE

In the event the parties do not reach agreement by the expiration date, the parties may, by mutual agreement, extend the current contract.

SECTION 47. SAVINGS CLAUSE

Should any part of this Agreement or any provision contained herein be finally declared invalid by any court of competent jurisdiction, the validity of the remaining portions shall not be affected and the parties to this Agreement will immediately meet to negotiate a suitable provision to replace the provision held invalid?

SECTION 48. MANUAL OF OPERATIONS

The City has provided the Union with a copy of the Albuquerque Fire Department Manual of Operations (The Red Books). It is the responsibility of the Union to keep this manual up to date. Management will provide any changes or updates of material contained in the Manual of Operations.

The Union shall be provided the opportunity to propose additions and modifications to the S.O.G.'s. The Union shall also be provided the opportunity to meet with the Fire Chief or the Fire Chief's designee to discuss the proposed additions and modifications. This provision shall not be interpreted in a manner that in any way reduces or eliminates the Fire Chief's rights and authority to approve and implement the guidelines.

SECTION 49. P.E.R.A.

- A. The City shall contribute seventy-five percent (75%) of the employee contributions to the P.E.R.A. plan in effect on February 6, 2004. If a new plan affecting employees is adopted by the New Mexico Legislature, the City and the employees, the parties recognize that the employee contributions are a legitimate subject of bargaining.

SECTION 50. EMPLOYEE I.D. CARDS

During the term of this Agreement, a new employee I.D. card will be issued to all employees.

SECTION 51. PERSONNEL FILES

- A. An employee will receive prior notification before any document(s) related to discipline of the employee is placed in the employee's Human Resource file.
- B. Any documentation of a written reprimand, a suspension or other disciplinary action taken by management will require notification of the employee prior to placement in their Fire Department file.
- C. Oral reprimands will be documented and maintained in a central file in the office of the Fire Department Personnel Administrator. Documentation of oral reprimands will not be placed in the Personnel Department or Fire Department personnel files.
- D. The City agrees to allow all bargaining members access to their personnel file for review.

Materials may be removed from the personnel records with the authorization of the Mayor or designee, the Human Resource Director, or designated representative.

SECTION 52. DRUG TESTING

The parties agree that substance abuse will not be tolerated in the Fire Department. In recognition of the need to maintain a drug free work place, Management may implement certain policies and procedures. Prior to the implementation of these policies and procedures the Union will be allowed to provide input.

The City and the Union recognize that drug testing implicates important privacy issues to the employees subject to testing, and further recognize the importance to both the employee and the City of insuring maximum accuracy of the testing process. The city and the Union therefore agree to meet and confer on a periodic basis to evaluate the efficiency of the testing process and to make recommendations to the Chief Administrative Officer for improvements to the testing process.

SECTION 53. PHYSICAL FITNESS

- A. The fire fighting profession requires each member to maintain a high degree of physical fitness for the safety of the individual and the citizens they serve. It is agreed that fire fighters should be evaluated annually to track the physical fitness condition of each fire fighter and establish a maintenance or improvement path program.
- B. Six (6) months prior to implementing a system of fitness evaluation the City will meet and confer with the Union to allow input concerning the fitness evaluation program.
- B. The results of fitness evaluations shall not be considered just cause for disciplinary action.
- C. All evaluations or physical fitness tests shall be reviewed by a joint labor/management committee consisting of two union executive board members and two from management for validity prior to implementation.
- D. The Department will proceed with its plan to require each employee to be "red carded" at the arduous level for Wildland certification and will participate in the C-Pat Wellness Program.
- E. Each employee may utilize one-half (1/2) day paid leave between July 1, 2004 and June 30, 2005 for the purpose of undergoing a physical examination. The leave shall not be deducted from the employee's accumulated paid

SECTION 54. PATIENT/CITIZEN HEALTH CONDITION CONFIDENTIALITY

Both parties recognize the need for patient confidentiality. Fire-fighters shall not discuss or divulge patient or incident information without authorization of the Fire Chief or his designee. The exceptions are when necessitated for official case reviews, departmental continuing education, and legal requirements. Legal requirements are court testimony, depositions, departmental hearings, departmental investigations, and with the

City Attorney. Additionally, information shall be provided to the Quality Assurance Officers and the Medical Director.

SECTION 55. DAMAGE TO PERSONAL PROPERTY

The City will make efforts to provide necessary safety equipment appropriate to the nature of the assignment, at the discretion of the Chief. Loss or damage to personal items on City property will be handled in accordance with the City Risk Management manual.

SECTION 56. EYE CARE

Employees whose eye glasses are damaged in the line of duty, through no fault of the employee, will be eligible for reimbursement up to a maximum of \$200.00 per year. To be eligible for this reimbursement, the glasses shall be prescription safety glasses.

SECTION 57. GROUP HOSPITALIZATION

The employee will pay twenty (20%) of the cost for themselves and their families, if they elect to participate, and the City will pay the remaining eighty (80%).

SECTION 58. LIFE INSURANCE

The City shall continue to provide to all employees life insurance as per current policy, and, in addition, the City shall provide to all retired employees life insurance equal to one-half (1/2) of the insurance in effect on their lives on the date of their retirement.

SECTION 59. UNIFORMS

- A. During the term of this agreement the City agrees to provide to each bargaining unit member the following items:
 - 1. 4 pairs of fatigue pants
 - 2. 2 fatigue shirts
 - 3. 7 A.F.D. lettered t-shirts
 - 4. 1 A.F.D. lettered sweat shirt
 - 5. 2 pair of uniform shorts
 - 6. 1 belt
 - 7. 1 pair of shoes/boots
 - 8. 1 Fatigue Hat
- B. The City agrees to replace above mentioned items on as-needed basis as determined by the Captain of Fire Resource Management.
- C. If the City mandates a uniform change, a 30-day grace period will be given to

implementation so that the City and the Union can discuss the changes. All costs associated with a uniform change will be the responsibility of the City. All uniform changes will result in an initial issuance in accordance with subsection A as above.

- D. If a bargaining unit member wishes to purchase additional uniform items, the member will do so at the City's purchase price.

SECTION 60. FUNERAL AND BURIAL COVERAGE

The City agrees to defray funeral and burial expenses of any Firefighter who dies in the line of duty up to a maximum of nine thousand dollars (\$9,000.00).

SECTION 61. ENTIRE AGREEMENT

It is understood and agreed by and between the parties hereto that this Agreement is the only existing Agreement between the parties and replaces any and all previous Agreements.

SECTION 62. TERM OF THE AGREEMENT

THIS AGREEMENT is to be effective 12:01a.m February 21, 2004, and shall remain effective until and including June 30,2006. Should neither party to this Agreement request the opening of negotiations as provided in the Employee Relations Ordinance, 67-1977, as amended, this Agreement and the conditions herein shall continue in effect from year to year.

The parties will reopen negotiations for a maximum of (60) days no later than February 1, 2005 to negotiate medical insurance savings accounts. If the negotiations result in any health insurance savings for the City the savings shall be applied to a bargaining unit compensation increase in Fiscal Year '06".

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 21st day of February, 2004.

ALBUQUERQUE AREA FIREFIGHTERS' UNION
IAFF Local #244, City Chapter

John A. Garcia, General President
Albuquerque Area Firefighters' Union

CITY OF ALBUQUERQUE

Martin Chavez, Mayor
City of Albuquerque

Kevin L. Pearce, City Chapter President
Albuquerque Area Firefighters Union'
IAFF Local #244

ATTEST:

FORM REVIEWED BY:

City Clerk/Recorder

City Attorney's Office

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